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(973) 966-6300

ATTORNEYS FOR DEFENDANTS

Lincoln 1st Bank, Lincoln Park Bancorp.,
LP Investment Company, and Lincoln Park Bancorp MHC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

DAVID BAKER,

Plaintiff,

v.

LINCOLN PARK BANCORP, LP
INVESTMENT COMPANY, LINCOLN
PARK BANCORP MHC, LINCOLN 1ST
BANK, THE BOARD OF DIRECTORS OF
LINCOLN 1ST BANK, and STEPHEN
DORMER, in his capacity as CHIEF
EXECUTIVE OFFICER, jointly and severally,
and in the alternative,

Defendants.

:

Civil Action No:

:

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NOTICE OF REMOVAL

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(Document Filed Electronically)

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Defendants Lincoln 1st Bank, Lincoln Park Bancorp, LP Investment Company, and
Lincoln Park Bancorp MHC (hereafter referred to as the “Bank defendants”) file the within Notice of
Removal and state in support of the Notice of Removal that:

1. This action was commenced in the Superior Court of New Jersey, Law Division, Morris County, by the filing of a Complaint on April 22, 2020, and is entitled David Baker v. Lincoln Park Bancorp, LP Investment Company, Lincoln Park Bancorp MHC, Lincoln 1st Bank, the Board of Directors of Lincoln 1st Bank, and Stephen Dormer, in his capacity as Chief Executive Officer, jointly and severally, and in the alternative, Docket Number MRS-L-925-20. True and correct copies of the Complaint, Summonses, Civil Case Information Statement, and Affidavits of Service are attached hereto as Exhibit A.

2. On June 29, 2020, plaintiff David Baker (“plaintiff”) filed the Affidavits of Service attached hereto with Exhibit A, attesting that this Complaint was served on the Bank defendants, the “Board of Directors of Lincoln 1st Bank” and Stephen Dormer (“Dormer”) on June 24, 2020. Each Affidavit of Service attests that service was effectuated by delivery of copies of the Summons and Complaint to Sufia Ahma, identified as the “Managing Agent” for each named defendant. Ms. Ahma is an employee of Lincoln 1st Bank at its branch located in Montville, New Jersey.

3. Dormer retired from his position at the Bank effective May 1, 2020, and Ms. Ahma is not authorized to accept service on his behalf. Upon information and belief, Dormer has not been properly served in this action, either by delivery of the Summons and Complaint to Ms. Ahma, or by any other means.

4. The Complaint and Summonses which merely identifies the “Board of Directors of Lincoln 1st Bank” does not sufficiently identify each of the Board members by name. Since the Board of Directors are individuals, attempted service of the Board of Directors by delivering the pleadings to a branch of the Bank is not effective personal service on the each of the members of the Board of Directors. *See, e.g., Curbison v. U.S. Government of New Jersey*, No. 05–5280, 2006 WL 3544560, at *6 (D.N.J. Dec. 7, 2006).

5. The Complaint was the first pleading served upon the Bank defendants setting forth the claims for relief upon which this action was based. Dormer and the “Board of Directors” have not been properly served.

6. This Notice of Removal is timely under 28 U.S.C. § 1446 (b), since it is being filed within thirty days after service of the initial pleading or document (i.e., the Complaint) that provides the grounds for this removal petition (i.e., federal question jurisdiction) on the last-served defendant. *See Delalla v. Hanover Ins.*, 660 F.3d 180 (3d Cir. 2011).

7. The Complaint, Summonses, Civil Case Information Statement, and Affidavits of Service represent all of the process, pleadings, or orders received by the Bank defendants. No other hearings or other proceedings have taken place in this action to the Bank defendants’ knowledge.

8. The Complaint alleges a cause of action for “Breach of Duty Imposed by 12 CFR § 359.4(a)(4).” (Ex. A, Third Count). Specifically, plaintiff alleges that in the event the payment he seeks in this action constitutes a “golden parachute payment” as set forth in 12 CFR § 359.0(b), the defendants failed to discharge their duty to obtain concurrence from the Federal Deposit Insurance Corporation (“FDIC”) that the payment was permissible. (Ex. A, Third Count, ¶¶ 2-8). Accordingly, the Third Count requires this Court to determine, *inter alia*, whether the payment at issue is a “golden parachute payment” under federal law, the duty imposed on defendants by federal law with respect to any such payment, whether such payment would be permissible under federal law, and whether defendants discharged their duty to obtain concurrence from the FDIC that the payment was permissible.

9. Therefore, the Complaint asserts a federal question because this claim arises under federal law. This Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1331, and this action properly is removed to this Court pursuant to 28 U.S.C. § 1441(a).

10. All of the Bank defendants join in and consent to the removal of this action.

11. Dormer and the unnamed “Board of Directors” have not been served with the Summons or Complaint and, pursuant to 28 U.S.C. § 1446(b)(2)(A), their consent to removal of this action is not required.

12. This Court also has supplemental jurisdiction over plaintiff’s other claims pursuant to 28 U.S.C. § 1367(a) because they are based on the same facts, and are part of the same controversy, as the federal claim.

13. The alleged events and omissions giving rise to plaintiff’s claims occurred in New Jersey, such that venue is proper in the District of New Jersey.

14. The Bank defendants will give written notice of the filing of this Notice of Removal to all adverse parties, as required by 28 U.S.C. § 1446(d). In addition, the Bank defendants will give written notice of the filing of this Notice of Removal to non-party FDIC.

15. The Bank defendants will file a true and correct copy of this Notice of Removal with the Clerk of the Superior Court of New Jersey, Morris County, as required by 28 U.S.C. § 1446(d).

WHEREFORE, the Bank defendants request that the foregoing action be removed from the Superior Court of New Jersey, Law Division, Morris County, to the United States District Court for the District of New Jersey.

DAY PITNEY LLP
Attorneys for Defendants
Lincoln 1st Bank, Lincoln Park Bancorp., LP
Investment Company, and Lincoln Park Bancorp
MHC

By: /s/THERESA A. KELLY
THERESA A. KELLY
A Member of the Firm
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tkelly@daypitney.com

DATED: July 13, 2020.

EXHIBIT A

WITHAM & KOZAN, P. A.

2 Station Road

Lincoln Park, New Jersey 07035

(973) 305-4800

email@withamandkozan.com

By: Craig Kozan, Esq. (#035091988)

Attorneys for Plaintiff David Baker

DAVID BAKER,)	
	:	SUPERIOR COURT OF NEW JERSEY
)	CHANCERY DIVISION: MORRIS COUNTY
Plaintiff,	:	
)	Docket No.:
vs.	:	
)	
LINCOLN PARK BANCORP,	:	<u>Civil Action</u>
LP INVESTMENT COMPANY,)	
LINCOLN PARK BANCORP MHC,	:	
LINCOLN 1ST BANK, the BOARD)	COMPLAINT
OF DIRECTORS OF LINCOLN 1ST	:	
BANK and STEPHEN DORMER, in)	
his capacity as CHIEF	:	
EXECUTIVE OFFICER, jointly,)	
severally, and in the	:	
alternative,)	
	:	
Defendants.)	

Plaintiff, David Baker, residing at 55 Chapel Hill Road,
Borough of Lincoln Park, County of Morris, State of New Jersey
(hereinafter "Plaintiff"), by way of Complaint against the
Defendants, Lincoln Park Bancorp, LP Investment Company, Lincoln

Park Bancorp MHC, Lincoln 1st Bank, its Board of Directors and Stephen Dormer in his capacity as Chief Executive Officer (hereinafter collectively "Defendants"), says:

FIRST COUNT
**(Defendants Lincoln Park Bancorp and
LP Investment Company - Breach of Contract)**

1. The Plaintiff was an employee of the Defendants Lincoln Park Bancorp, LP Investment Company, Lincoln Park Bancorp MHC, and Lincoln 1st Bank from October 1, 2006 and continuing up until the Plaintiff and the Defendants entered into a "Separation Agreement, Waiver and General Release" (hereinafter "Separation Agreement"), executed on March 12, 2019 and effective April 1, 2019. A copy of that Separation Agreement is annexed to this Complaint as Schedule "A".

2. As stated in the Separation Agreement (Schedule "A," Page 1 of 8), the Plaintiff was an employee of the Defendants Lincoln Park Bancorp, LP Investment Company, Lincoln Park Bancorp MHC ("Mutual Holding Company") and Lincoln 1st Bank, who are "collectively referred to as 'Employer' or Lincoln1st'" in the parties' Separation Agreement.

3. At the time the parties entered into the Separation Agreement, the Defendants, collectively "Lincoln1st," listed their address as 31 Boonton Turnpike, Lincoln Park, New Jersey. The current address for the Defendants is listed as 193 Chapin Road, Building D, Suite 1, Pine Brook, New Jersey.

4. Defendant Stephen Dormer is and was at all times pertinent hereto the Chief Executive Officer of Defendant Lincoln 1st Bank.

5. As the Separation Agreement states, Plaintiff remained an employee of Defendants Lincoln Park Bancorp, LP Investment Company, Lincoln Park Bancorp MHC and Lincoln 1st Bank, at all times up until the effective date of the Plaintiff's separation from employment, April 1, 2019.

6. Under the terms of the parties' Separation Agreement, the Plaintiff agreed to resign from his positions with Defendants Lincoln Park Bancorp, LP Investment Company, Lincoln Park Bancorp MHC and Lincoln 1st Bank, effective as of the separation date of April 1, 2019. (Schedule "A," Page 1 of 8, last two lines).

7. In exchange for the Plaintiff's agreement to resign from his positions with Defendants Lincoln Park Bancorp, LP Investment Company, Lincoln Park Bancorp MHC and Lincoln 1st Bank, under the terms of the parties' Separation Agreement, all the Defendants, collectively Lincoln 1st, agreed to pay the Plaintiff "his regular salary, minus applicable deductions, for the period from the Separation Date to April 1, 2020. . .". (Schedule "A," Page 2 of 8).

8. In addition, the Defendants all collectively agreed to pay the Plaintiff for accrued vacation and personal days, and to

provide for certain health & dental benefits. (Schedule "A,"
Page 2 of 8).

9. The Plaintiff has performed his obligations pursuant to the parties' Separation Agreement, having accepted a separation from his positions with Defendant Lincoln Park Bancorp, Defendant LP Investment Company, Defendant Lincoln Park Bancorp MHC and Defendant Lincoln 1st Bank, effective as of the separation date of April 1, 2019.

10. To date, the Defendants have failed to make the agreed-upon payments to the Plaintiff for his "regular salary, minus applicable deductions," for the period from the Separation Date of April 1, 2019 through the agreed-upon date of April 1, 2020, and have failed to make the agreed-upon payments to the Plaintiff for accrued vacation and personal days.

11. The Defendants Lincoln Park Bancorp and LP Investment Company, having failed to make the agreed-upon payments to the Plaintiff as set forth in Paragraph 10 above, are in breach of the parties' Separation Agreement.

12. Neither the Defendant Lincoln Park Bancorp nor the Defendant LP Investment Company is or was, at any time pertinent hereto, a "bank" as defined by N.J.S.A. 17:9A-1(1) or an "insured depository institution or depository institution holding company" as defined by 12 USC §§1813, 1841.

13. As such, the parties' Separation Agreement is fully enforceable, and the Defendants Lincoln Park Bancorp and LP Investment Company have no good faith defense in fact or in law to the Plaintiff's claim for breach of their contractual agreement to pay the Plaintiff his regular salary, minus applicable deductions for the agreed-upon period from the Separation Date of April 1, 2019 through April 1, 2020, as well as accrued vacation and personal days.

WHEREFORE, Plaintiff demands judgment against Defendants Lincoln Park Bancorp and LP Investment Company for damages, together with attorney's fees, costs of suit, pre-judgment and post-judgment interest, and any other relief such as the Court may deem equitable, just and proper under the circumstances.

SECOND COUNT

(Defendants LP Investment Company, Lincoln Park Bancorp MHC, Lincoln 1st Bank, its Board of Directors and Stephen Dormer, in his capacity as Chief Executive Officer - Breach of Contract)

1. The Plaintiff repeats and re-alleges the allegations of the First Count of this Complaint, Paragraphs 1 through 13 above, as if set forth more fully and at length herein.

2. Defendants LP Investment Company, Lincoln Park Bancorp MHC, Lincoln 1st Bank, its Board of Directors and Stephen Dormer, in his capacity as Chief Executive Officer of Lincoln 1st Bank, have failed to make payment to the Plaintiff, as set forth in Paragraph 10 of the First Count, above, and are in breach of

their contractual agreement to pay the Plaintiff "his regular salary, minus applicable deductions, for the period from the April 1, 2019 Separation Date to April 1, 2020. . ." (Schedule "A," Page 2 of 8) as well as accrued vacation and personal days, based upon the factual allegations set forth in the First Count, above.

3. The Defendant Lincoln 1st Bank is a "bank" as defined by N.J.S.A. 17:9A-1(1) and an "insured depository institution" as defined by 12 USC §1813; the Defendant Lincoln Park Bancorp MHC is a "depository institution holding company" as defined by 12 USC §1841.

4. Notwithstanding these Defendants' status as described in Paragraph 2, above, the parties' agreement to pay the Plaintiff "his regular salary, minus applicable deductions, for the period from the April 1, 2019 Separation Date to April 1, 2020. . ." is permissible under governing federal regulations.

WHEREFORE, Plaintiff demands judgment against Defendants LP Investment Company, Lincoln Park Bancorp MHC, Lincoln 1st Bank, its Board of Directors and Stephen Dormer in his capacity as Chief Executive Officer, for damages, together with attorney's fees, costs of suit, pre-judgment and post-judgment interest, and any other relief such as the Court may deem equitable, just and proper under the circumstances.

THIRD COUNT
(Defendants LP Investment Company, Lincoln Park Bancorp

**MHC, Lincoln 1st Bank, its Board of Directors and
Stephen Dormer, in his capacity as Chief Executive
Officer - Breach of Duty Imposed by 12 CFR §359.4[a][4])**

1. The Plaintiff repeats and re-alleges the allegations of the First Count of this Complaint, Paragraphs 1 through 13 above, and the allegations of the Second Count of this Complaint, Paragraphs 1 through 4 above, as if set forth more fully and at length herein.

2. On January 3, 2020, counsel for the Defendant Lincoln 1st Bank wrote to counsel for the Plaintiff herein (Schedule "B," attached), advising that the FDIC had informed "the Bank," via an "FDIC Determination Letter," that the only "permissible" payments which may be made to the Plaintiff by Defendant Lincoln 1st Bank under the parties' Separation Agreement, were payments involving medical and dental insurance premiums, and \$5,884.61 of post-termination salary paid by the Bank to Baker in April 2019".

3. In that letter, counsel for the Defendant Lincoln 1st Bank advised that the FDIC's "Determination Letter" was issued "in response to the Bank's application for permission to make Separation Payments, pursuant to section 1828(k) of the Federal Deposit Insurance Act [12 USC §1828(k)] and Part 359 of the FDIC's Rules and Regulations". (Schedule "B," page 1).

4. Pursuant to Part 359 of the FDIC's Rules and Regulations, "[a]n insured depository institution or depository institution holding company may agree to make or may make a

golden parachute payment if and to the extent that: (1) The appropriate federal banking agency, with the written concurrence of the Corporation, determines that such a payment or agreement is permissible. . .". 12 CFR §359.4(a).

5. Assuming *arguendo*: (a) that the agreed-upon payments to Plaintiff at issue herein constitute a "golden parachute payment" as defined by 12 CFR §359.0(b); and (b) that the provisions of 12 CFR §359.0 *et seq.* apply to the parties' Separation Agreement herein, then 12 CFR §359.4(a)(4) imposes a duty on the Defendants Lincoln Park Bancorp MHC, Lincoln 1st Bank, its Board of Directors, and Stephen Dormer, in his capacity as Chief Executive Officer, as the insured depository institution or depository institution making a request for the concurrence of the FDIC that the "payment or agreement is permissible". 12 CFR §359.4(a)(1),(4).

6. Assuming the applicability of the provisions of 12 CFR 359.0 *et seq.* to the Defendants LP Investment Company, Lincoln Park Bancorp MHC, Lincoln 1st Bank, its Board of Directors, and Stephen Dormer, in his capacity as Chief Executive Officer, then the nature of the duty imposed on these Defendants, pursuant to 12 CFR §359.4(a)(4), is that they "shall demonstrate that [they do] not possess and [are] not aware of any information, evidence, documents or other materials which would indicate that there is a reasonable basis to believe, at the time such payment is proposed to be made, that" the Plaintiff, as an "institution-affiliated

party" or "IAP," committed any one or more acts, as set forth in 12 CFR §359.4(a)(4)(i)-(iv).

7. The Plaintiff alleges that the Defendants LP Investment Company, Lincoln Park Bancorp MHC, Lincoln 1st Bank, its Board of Directors, and Stephen Dormer, in his capacity as Chief Executive Officer failed to discharge their duty, pursuant to 12 CFR §359.4(a)(4), in making a request pursuant to 12 CFR §359.4(a)(1), to demonstrate that they did not possess and were not aware of any information, evidence, documents or other materials which would indicate that there was a reasonable basis to believe, at the time that contractual payments were proposed to be made, pursuant to the parties' Separation Agreement, that the Plaintiff committed any one or more of the acts set forth in 12 CFR §359.4(a)(4)(i)-(iv).

8. The failure of the Defendants LP Investment Company, Lincoln Park Bancorp MHC, Lincoln 1st Bank, its Board of Directors and Stephen Dormer, in his capacity as Chief Executive Officer, to discharge their duty pursuant to 12 CFR §359.4(a)(4), resulted in the FDIC's determination as set forth in counsel's January 3, 2020 letter (Schedule "B"), and proximately caused the Plaintiff's damages herein.

WHEREFORE, Plaintiff demands judgment against Defendants LP Investment Company, Lincoln Park Bancorp MHC, Lincoln 1st Bank, its Board of Directors and Stephen Dormer in his capacity as

Chief Executive Officer, for damages, together with attorney's fees, costs of suit, pre-judgment and post-judgment interest, and any other relief such as the Court may deem equitable, just and proper under the circumstances.

FOURTH COUNT

(Defendants LP Investment Company, Lincoln Park Bancorp MHC, Lincoln 1st Bank, its Board of Directors and Stephen Dormer, in his capacity as Chief Executive Officer - Breach of Implied Covenant of Good Faith & Fair Dealing)

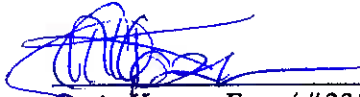
1. The Plaintiff repeats and re-alleges the allegations of the First Count of this Complaint, Paragraphs 1 through 13 above; the allegations of the Second Count of this Complaint, Paragraphs 1 through 4 above; and the allegations of the Third Count, Paragraphs 1 through 8, above, as if set forth more fully and at length herein.

2. By failing to discharge the duty imposed upon these Defendants by 12 CFR §359.4(a)(4), as set forth in the Third Count, above, and otherwise by their actions and/or failure to act, the Defendants LP Investment Company, Lincoln Park Bancorp MHC, Lincoln 1st Bank, its Board of Directors and Stephen Dormer, in his capacity as Chief Executive Officer, destroyed the right of the Plaintiff to receive the full benefits of the parties' Separation Agreement, and thereby breached the implied covenant of good faith and fair dealing which exists in every contract entered into in the State of New Jersey.

WHEREFORE, Plaintiff demands judgment against Defendants LP Investment Company, Lincoln Park Bancorp MHC, Lincoln 1st Bank,

its Board of Directors and Stephen Dormer in his capacity as Chief Executive Officer, for damages, together with attorney's fees, costs of suit, pre-judgment and post-judgment interest, and any other relief such as the Court may deem equitable, just and proper under the circumstances.

WITHAM & KOZAN, P.A.
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Attorneys for Plaintiff David Baker



By: Craig Kozan, Esq. (#035091988)

Dated: April 22, 2020

CERTIFICATION PURSUANT TO R. 4:5-1

I certify that the matter in controversy is not the subject of any other action or arbitration proceeding, now or contemplated.

WITHAM & KOZAN, P.A.
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Attorneys for Plaintiff David Baker


By: Craig Kozan, Esq. (#035091988)

Dated: April 22, 2020

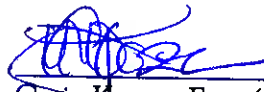
DESIGNATION OF TRIAL COUNSEL

Craig Kozan, Esq., of the law firm of WITHAM & KOZAN, P.A.,
is designated as trial counsel in this matter.

WITHAM & KOZAN, P.A.
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Attorneys for Plaintiff David Baker

Dated: April 22, 2020

By:



Craig Kozan, Esq. (#035091988)



BOSTON CONNECTICUT FLORIDA NEW JERSEY NEW YORK WASHINGTON, DC

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scash@daypitney.com

January 3, 2020

VIA UPS ONLY

Craig Kozan, Esq.
Witham & Kozan, PA
Suite 2B
2 Station Road
Lincoln Park, NJ 07035-1775

Dear Mr. Kozan:

We write on behalf of our client, Lincoln 1st Bank ("Lincoln 1st" or the "Bank"), in connection with David Baker's post-separation compensation, salary and benefits (the "Separation Payments").

The Federal Deposit Insurance Corporation (the "FDIC"), in response to the Bank's application for permission to make the Separation Payments, pursuant to section 1828(k) of the Federal Deposit Insurance Act and Part 359 of the FDIC's Rules and Regulations, has informed the Bank, via a letter dated December 16, 2019 (the "FDIC Determination Letter"), that only the following payments are permissible:

- a) \$5,884.61 of post-termination salary paid by the Bank to Baker in April 2019;
- b) \$16,027.71 in medical and dental insurance premiums paid by the Bank on behalf of Baker between April 2019 and November 2019; and
- c) additional payments (and an agreement to make such payments) by the Bank in the amount of \$1,118.63 per month for 11 months to cover the cost of the Bank's employer share of Baker's medical and dental insurance premiums between December 2019 and November 2020.¹

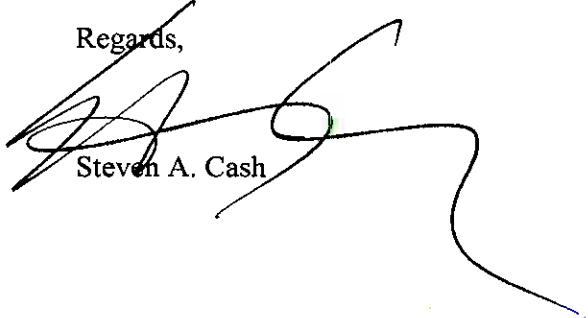
^[1] Mr. Baker will be covered under the Group Medical and Group Dental plans until October 31, 2020. Beginning December 1, 2019 his contribution to the cost of coverage is \$933.28 per month. Mr. Baker is reminded that he must remit his employee portion of the benefits contribution by the first of each month. Given the current timeframe, we ask that Mr. Baker remit his initial payment to cover the months of December 2019 and January 2020 (\$1,866.56 in total) as soon as possible. Consistent with the terms of our benefits plans, employees must submit their portion of employee contributions to remain benefits eligible. If Mr. Baker does not timely submit his portion of the



Craig Kozan, Esq.
January 3, 2020
Page 2





The Determination Letter and its contents have been designated by FDIC as confidential supervisory information, the disclosure of which is strictly prohibited, pursuant to 12 C.F.R. Part 309 from disclosure to any party without the prior approval of FDIC. The FDIC has authorized the Bank to communicate the limited information herein to Mr. Baker or his counsel.

Regards,



Steven A. Cash

contributions, he will not be able to remain eligible for such benefits and we will not be able to remit our employer portion of the premiums. As such, Mr. Baker's benefits would terminate consistent with the terms of the applicable plan. Checks should be made payable to Lincoln 1st Bank and sent to the attention of Jean Strella, Director of Human Resources at 31 Boonton Turnpike, Lincoln Park New Jersey 07035.

	<h2 style="margin: 0;">Civil Case Information Statement</h2> <h3 style="margin: 0;">(CIS)</h3> <p style="margin: 5px 0 0 0;">Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, if information above the black bar is not completed or attorney's signature is not affixed</p>		<p style="margin: 0;">For Use by Clerk's Office Only</p> <p style="margin: 0;">Payment type: <input type="checkbox"/> ck <input type="checkbox"/> cg <input type="checkbox"/> ca</p> <p style="margin: 0;">Chg/Ck Number:</p> <p style="margin: 0;">Amount:</p> <p style="margin: 0;">Overpayment:</p> <p style="margin: 0;">Batch Number:</p>			
	Attorney/Pro Se Name Craig Kozan, Esq.		Telephone Number (973) 305-4800		County of Venue Morris	
	Firm Name (if applicable) Witham & Kozan, P.A.		Docket Number (when available)			
	Office Address 2 Station Road, Suite 2B Lincoln Park, New Jersey 07035		Document Type Complaint Jury Demand <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Name of Party (e.g., John Doe, Plaintiff) David Baker		Caption David Baker vs. Lincoln Park BANCORP, LP Investment Company, Lincoln Park BANCORP MHC, Lincoln 1st Bank, the Board of Directors of Lincoln 1st Bank & Stephen Dormer, in his capacity as CEO				
Case Type Number (See reverse side for listing) 599		Are sexual abuse claims alleged? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Is this a professional malpractice case? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If you have checked "Yes," see N.J.S.A. 2A:53A-27 and applicable case law regarding your obligation to file an affidavit of merit.		
Related Cases Pending? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If "Yes," list docket numbers				
Do you anticipate adding any parties (arising out of same transaction or occurrence)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Name of defendant's primary insurance company (if known) <input type="checkbox"/> None <input checked="" type="checkbox"/> Unknown				
The Information Provided on This Form Cannot be Introduced into Evidence.						
Case Characteristics for Purposes of Determining if Case is Appropriate for Mediation						
Do parties have a current, past or recurrent relationship? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If "Yes," is that relationship: <input checked="" type="checkbox"/> Employer/Employee <input type="checkbox"/> Friend/Neighbor <input type="checkbox"/> Other (explain) <input type="checkbox"/> Familial <input type="checkbox"/> Business				
Does the statute governing this case provide for payment of fees by the losing party? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition						
<div style="display: flex; align-items: flex-start;"> <div style="width: 10%; text-align: center;">  </div> <div style="width: 45%;"> Do you or your client need any disability accommodations? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> <div style="width: 45%;"> If yes, please identify the requested accommodation: </div> </div>						
<div style="display: flex; align-items: flex-start;"> <div style="width: 10%; text-align: center;">  </div> <div style="width: 45%;"> Will an interpreter be needed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> <div style="width: 45%;"> If yes, for what language? </div> </div>						
I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with <i>Rule 1:38-7(b)</i> .						
Attorney Signature: 						

Side 2



Civil Case Information Statement (CIS)

Use for initial pleadings (not motions) under Rule 4:5-1

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days discovery

- | | |
|--|---|
| 151 Name Change | 506 PIP Coverage |
| 175 Forfeiture | 510 UM or UIM Claim (coverage issues only) |
| 302 Tenancy | 511 Action on Negotiable Instrument |
| 399 Real Property (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction) | 512 Lemon Law |
| 502 Book Account (debt collection matters only) | 801 Summary Action |
| 505 Other Insurance Claim (including declaratory judgment actions) | 802 Open Public Records Act (summary action) |
| | 999 Other (briefly describe nature of action) |

Track II - 300 days discovery

- | | |
|---|---|
| 305 Construction | 603Y Auto Negligence – Personal Injury (verbal threshold) |
| 509 Employment (other than Conscientious Employees Protection Act (CEPA) or Law Against Discrimination (LAD)) | 605 Personal Injury |
| 599 Contract/Commercial Transaction | 610 Auto Negligence – Property Damage |
| 603N Auto Negligence – Personal Injury (non-verbal threshold) | 621 UM or UIM Claim (includes bodily injury) |
| | 699 Tort – Other |

Track III - 450 days discovery

- | | |
|------------------------------|--|
| 005 Civil Rights | 608 Toxic Tort |
| 301 Condemnation | 609 Defamation |
| 602 Assault and Battery | 616 Whistleblower / Conscientious Employee Protection Act (CEPA) Cases |
| 604 Medical Malpractice | 617 Inverse Condemnation |
| 606 Product Liability | 618 Law Against Discrimination (LAD) Cases |
| 607 Professional Malpractice | |

Track IV - Active Case Management by Individual Judge / 450 days discovery

- | | |
|---|--|
| 156 Environmental/Environmental Coverage Litigation | 514 Insurance Fraud |
| 303 Mt. Laurel | 620 False Claims Act |
| 508 Complex Commercial | 701 Actions in Lieu of Prerogative Writs |
| 513 Complex Construction | |

Multicounty Litigation (Track IV)

- | | |
|---|---|
| 271 Accutane/Isotretinoin | 601 Asbestos |
| 274 Risperdal/Seroquel/Zyprexa | 623 Propecia |
| 281 Bristol-Myers Squibb Environmental | 624 Stryker LFIT CoCr V40 Femoral Heads |
| 282 Fosamax | 625 Firefighter Hearing Loss Litigation |
| 285 Stryker Trident Hip Implants | 626 Abilify |
| 286 Levaquin | 627 Physiomesh Flexible Composite Mesh |
| 289 Reglan | 628 Taxotere/Docetaxel |
| 291 Pelvic Mesh/Gynecare | 629 Zostavax |
| 292 Pelvic Mesh/Bard | 630 Proceed Mesh/Patch |
| 293 DePuy ASR Hip Implant Litigation | 631 Proton-Pump Inhibitors |
| 295 AlloDerm Regenerative Tissue Matrix | 632 HealthPlus Surgery Center |
| 296 Stryker Rejuvenate/ABG II Modular Hip Stem Components | 633 Prolene Hernia System Mesh |
| 297 Mirena Contraceptive Device | |
| 299 Olmesartan Medoxomil Medications/Benicar | |
| 300 Talc-Based Body Powders | |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category ☐ Putative Class Action ☐ Title 59 ☐ Consumer Fraud

Prepared by:

David C. Dixon, Esq.

SEPARATION AGREEMENT, WAIVER AND GENERAL RELEASE

By and between,

LINCOLN 1st BANK,
a corporation of the State of New Jersey,
including its past and present parents,
subsidiaries, affiliates, officers, directors,
agents, servants, employees, legal
representatives, successors and/or assigns,
including, but not limited to
Lincoln Park Bancorp,
Lincoln Park Bancorp MHC,
and LP Investment Company,
having an address at
31 Boonton Turnpike,
Lincoln Park, New Jersey,
collectively referred to as "Employer" or "Lincoln1st",

and

DAVID BAKER,
including his successors, assigns
and estate, having an address at
55 Chapel Hill Road,
Lincoln Park, New Jersey,
referred to as "Employee"

Lincoln1st and Employee mutually understand and agree that Employee has or will separate and/or be separated from his employment with Lincoln1st, as President of Lincoln 1st Bank, Lincoln Park Bancorp, Lincoln Park Bancorp MHC, and LP Investment Company, and any other position held with the same, and as Director of Lincoln 1st Bank, Lincoln Park Bancorp, Lincoln Park Bancorp MHC, and LP Investment Company, effective March 31st 2019 and agrees to the following:

1. **Separation.** Employee and Lincoln1st mutually agree that Employee shall and is removed from his positions of employment with Lincoln1st, as of Apr 1, 2019 ("Separation Date"). Employee further hereby resigns from his positions as Director of Lincoln 1st Bank, Lincoln Park Bancorp, Lincoln Park Bancorp MHC, and LP Investment Company,

INITIAL: 

effective as of the Separation Date.

2. Compensation, Salary & Benefits.

Salary. Lincoln1st agrees to pay to Employee his regular salary, minus applicable deductions, for the period from the Separation Date, to APRIL 1, 2020, 2020 (Thirteen (13) ^{SD} months)("Severance Payments"). Employee agrees that on and after APRIL 1, 2020, ^{SD} he shall not be entitled to any payments, of any kind, except as may be specifically set forth herein.

To the extent that Employee may be entitled to receive or has received any Director's fees, or Director's benefits, no such compensation or benefits shall accrue or be paid or payable by Lincoln1st to Employee after the Separation Date, with the exception of any previously accrued and vested benefits payable pursuant to the Director's Retirement Program, or other, applicable retirement plan.

Health & Dental Benefits. Lincoln1st agrees to pay for or provide or has paid for or provided to Employee, all commensurate and currently provided Group Health & Group Dental coverage, including elective family, spousal, and/or dependent coverage, for the period from the Separation Date until the date of Employee's initial qualification for Medicare benefits, to wit: sixty-five (65) years of age (DOB: 11/28/1955), subject to required Employee contribution and regular, payroll deduction (Note: Employee shall pay or reimburse Lincoln1st, for premiums for elective family, spousal, or dependent coverage provided in the period after Severance Payments end, and the date of Employee's initial qualification for Medicare benefits). Employee agrees that on and after the date of Employee's initial qualification for Medicare benefits, he shall not be entitled to any further Group Health & Group Dental Benefits, or other health-related benefits, from Lincoln1st, except as may be specifically set forth herein, or as provided by law. If, at any time during which Severance Payments are being paid pursuant to this Agreement, Employee should obtain or be provided with other or additional Health and/or Dental coverage, either under Medicare, a private plan or through Employee's subsequent employment, all Group Health & Group Dental payments by Lincoln1st shall cease, and Employee shall no longer receive any Group Health or Group Dental insurance benefits or coverage from Lincoln1st, except as may be available or provided by applicable law.

Vacation time; Personal days. Lincoln1st agrees to pay to Employee, three (3) weeks' of accumulated vacation time, and three (3) days' of accumulated personal days, accrued through the Separation Date, minus applicable deductions, within fourteen (14) days of the Separation Date. No additional vacation time or personal days will accrue following the Separation Date.

3. Release. Employee irrevocably and unconditionally releases and forever discharges Lincoln1st, its officers, directors, shareholders, account holders, employees, agents, representatives, parents, and affiliates, and its successors and assigns, from and against all claims, causes of action, damages, liability or expenses (including but not limited to attorneys fees and costs), whether known or unknown, which he may hold or which may accrue to

INITIAL: 

Employee, arising out of his employment, or separation from employment with Lincoln1st.

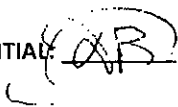
Employee irrevocably and unconditionally releases, remits, acquits and discharges Lincoln1st, and its past and present parents, subsidiaries, officers, directors, agents, employees, successors and assigns, jointly and individually, from any and all claims, known or unknown, civil or criminal, vested or contingent, which Employee and/or his heirs, successors or assigns have or may have against Lincoln1st to the date of this Agreement and from any and all liability which Lincoln1st has or may have to Employee within designated as claims, demands, causes of action, obligations, damages, or liabilities arising from any and all bases, however denominated, including, but not limited to, any claim relating to Employee's employment and/or termination of employment (except worker's compensation claims) to the date of this Agreement including, but not limited to, any claims of harassment or discrimination (for example, on the basis of gender, race, age, national origin, handicap or disability or other protected category) under any federal, state or local law, rule or regulation including, but not limited to, the Age Discrimination in Employment Act, 29 U.S.C. § 621, et seq., Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the New Jersey Law Against Discrimination, the New Jersey Conscientious Employee Protection Act ("CEPA"), the Family and Medical Leave Act of 1993, the New Jersey Family Leave Act, as amended, or any claim arising under the Employment Retirement Income Security Act ("ERISA") (except for claims for vested benefits under ERISA), breach of contract, express or implied.

4. Employee affirms, by signing this Separation Agreement, Waiver, and General Release ("Agreement") that he has filed no actions or charges against Lincoln1st relating to, or arising out of, employment with or termination of employment from Lincoln1st with any federal, state or local agency, court, or regulatory authority. Employee further agrees that he will not personally recover monies for filing any charge or complaint against Lincoln1st with any federal, state or local agency, court or regulatory authority, regarding his employment with or termination from Lincoln1st in the future.

5. Employee further acknowledges that the only consideration for signing this Agreement is the terms stated in this Agreement, and that no other promises or agreements of any kind have been made to or with him by any person or entity whatsoever to cause him to sign this Agreement; that he is competent to execute this Agreement; he has been afforded twenty-one (21) days to consider the Agreement and has been advised in writing and given the opportunity to consult advisors, legal and otherwise, of his own choosing; that the consideration received for executing this Agreement is greater than that ordinarily provided by Lincoln1st under any severance plan, policy or practice; and that Employee fully understands the meaning and intent of this Agreement.

6. **Waiver and Covenant Not to Sue.** Except any claims for personal injury, workers compensation or with regard to disability payments, Employee waives and agrees not bring or pursue any action, charge or complaint, in any court, administrative agency or other forum, and will not assist anyone in the bringing or pursuit of any action, charge or complaint, against Lincoln1st, any parent or affiliate, their officers, directors, shareholders, members,

INITIAL



employees, agents, representatives, successors or assigns, including, but not limited to any claims under TITLE VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Age Discrimination in Employment Act, the Americans With Disabilities Act, the New Jersey Law Against Discrimination, or any other Federal, State or Local employment discrimination or labor laws, or under any Lincoln1st policy, procedure, handbook or benefit plan. Employee further represents that he has not filed any complaint or charge, either formal or informal, against Lincoln1st relating to his employment, separation or retirement. Employee further represents and agrees that he will not personally recover monies for filing any charge or complaint against Lincoln1st in the future with any federal, state or local agency regarding his employment with, separation from, or retirement from Lincoln1st.

7. While employed by Lincoln1st, Employee held a confidential position, and was afforded broad access, administrative control and responsibility for the operation of the entire business known as "Lincoln 1st Bank" ("Lincoln1st") and the computer system and related network systems serving Lincoln1st (hereinafter, "System").

8. Employee agrees and represents that he has not caused, during the term of his employment with Lincoln1st, and will not cause, either directly, indirectly, remotely or through any other person or system, any intentional corruption of data, disruption of data, erasure of data, corruption, disruption or erasure of system software, corruption, alteration, disruption or erasure of archival procedures, physical damage to media, or cause, allow, or suffer any software, program, batch files, executable files or instructions to enter or remain in the System, whether now or in the future, which has or will cause corruption, alteration, disruption or erasure of data, system software, archival procedures, or media, and that Employee has not and will not, attempt, allow, suffer, or permit the gaining of access to the System, either directly, indirectly, remotely or by or through any other person or system.

9. **Passwords.** Employee agrees and represents that he has fully disclosed to Lincoln1st all passwords, storage procedures, hidden accounts, sign-in, encryption codes, and system passwords, utilized, created or known to him, for the System. Employee agrees and represents that he has not disclosed and will not disclose to any person any passwords, storage procedures, hidden accounts, and system passwords, utilized, created or known to him, for the System.

10. **Keys, Personal Identification Numbers, Access Codes & Combinations.** Employee agrees and represents that he has turned-in to Lincoln1st all keys for all doors, lock-boxes, safes, cabinets, and other locked areas of the Lincoln1st premises, and has not made, will not make, cause to be made, or allow to be made, any copies of any of the foregoing keys. Employee agrees and represents that he has turned-in and disclosed to Lincoln1st all personal identification numbers, tokens, access codes and combinations, for all accounts, wire transfers, and other areas or systems, and has not made, will not make, cause to be made, or allow to be made, any copies of any personal identification numbers, tokens, access codes and combinations, and has not disclosed and will not disclose, to any third party, whether directly or indirectly, any personal identification numbers, tokens, access codes or combinations.

INITIAL: 

11. Return of Property of Lincoln1st. Employee agrees to return or has returned to Lincoln1st any and all property of Lincoln1st, including, but not limited to, all documents, forms, computers, laptops, electronic devices, keys, tokens, access codes, combinations, electronic media, and records of any description, and in any form.

12. Disclosure of Information. Employee acknowledges that the information gained during the course of his employment, including, but not limited to, financial data, internal procedures, business techniques, customer lists or account information, and trade practices and all other information in the possession of Lincoln1st related thereto ("TRADE SECRETS"), are a valuable, special and unique asset of Lincoln1st. Employee, or any person, firm, association, partnership, business entity or corporation, owned managed, operated or controlled by Employee or employing him, have not, shall not, and will not disclose, permit the disclosure, or suffer the disclosure of all or any part of the TRADE SECRETS of Lincoln1st to any person, firm, association, partnership, business entity or corporation, for any reason or purpose. In the event that Employee breaches or threatens a breach of this paragraph, Lincoln1st shall be entitled to a temporary restraining order and injunction, from any court of competent jurisdiction, restraining and enjoining Employee, or any person, firm, association, partnership, business entity or corporation obtaining same or threatening to obtain same, from violating this paragraph. Nothing herein shall be construed to prohibit Lincoln1st from pursuing any other available remedies for such breach or threatened breach, including the recovery of damages.

Employee agrees that he will not disclose, whether directly or indirectly, any personal, confidential or proprietary information with respect to or involving Lincoln1st, and shall not, either directly or indirectly, make or cause to be made, any disparaging, adverse or defamatory statements, remarks or utterances, regarding Lincoln1st, its officers, directors, shareholders, employees, agents, representatives and affiliates, and its successors and assigns. Conversely, Employer shall not, whether directly or indirectly, release any personal, confidential or proprietary information with respect to or involving Employee, and shall not, either directly or indirectly, make or cause to be made, any disparaging, adverse or defamatory statements, remarks or utterances, regarding Employee. Furthermore, Employer agrees to provide no negative job recommendations to prospective employers of Employee, and will only confirm Employee's thirteen (13) years of service to Employer.

Nothing in this agreement will preclude Employee or Lincoln1st from testifying in any lawsuit, hearing or investigation which he (they) has (have) not brought or otherwise initiated whether such testimony is compelled by subpoena or operation of law.

13. Employee agrees not to divulge the terms of this Agreement to anyone except his attorney, accountant, financial advisor, or spouse, except as required by law. To the extent that Employee does divulge the terms of this Agreement to his attorney, accountant, financial advisor, or spouse, Employee will advise them that they must not divulge the terms of this Agreement, and are bound by and subject to the non-disclosure provisions of this Agreement

INITIAL: 

14. By this Agreement, the parties do not admit misconduct or violation of any federal, state or local law, rule or regulation or of any policy or procedure. Rather, they seek to amicably resolve their separation. Accordingly, this Agreement shall not be admissible in any proceeding as evidence against, or any admission by, either party, except that the Agreement may be introduced in any proceeding to enforce the Agreement.

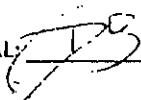
15. **Return to Premises/Trespass.** Employee acknowledges that he recognizes that federal and state banking regulations require the Employer to advise Employee that he may not return or remain in or about the premises owned or subject to the control of Lincoln1st, except for the transaction of business with Lincoln1st, as a customer of Lincoln1st, during regular business hours. Employee shall not enter upon or remain in any area in or about any premises owned or subject to the control of Lincoln1st, for any purpose, except for the transaction of business with Lincoln1st, as a customer of Lincoln1st, during regular business hours. Employee acknowledges that any violation of this paragraph shall constitute a trespass.

16. **Restrictive Covenant.** Employee acknowledges that Lincoln1st, as a New Jersey Savings Bank, is authorized and empowered to conduct & provide, and has, in fact conducted & provided, banking business, banking services, and banking operations, throughout the State of New Jersey. Notwithstanding, the parties recognize that the majority of banking business, services and operations of Lincoln1st, is conducted and provided primarily within the New Jersey counties of Morris, Bergen, Passaic, Essex, and Sussex (hereinafter, "Market Area").

Employee shall not, (a) for a period of thirteen (13) months following the Effective Date of this Agreement; and (b) within the Market Area, for any reason whatsoever, directly or indirectly, (1) found, work for, consult to, or assist in any way, within in a paid or unpaid capacity, any person, firm, or entity that competes with Lincoln1st; (2) work for, consult to, or assist in any way, within in a paid or unpaid capacity, any person, firm, or entity that is a current service provider to Lincoln 1st; (3) solicit for any entity other than Lincoln1st in or for any banking business, banking services, or banking operations within the Market Area; or (4) recruit, solicit, or employ, or assist in the recruitment, solicitation, or employment, of any current employees of Lincoln 1st.

17. **Legal Counsel.** Employee understands and has been advised that he is entitled to fully consider this Agreement for twenty-one (21) days. In addition, Employee understands that he may revoke this Agreement in writing within seven (7) days of signing it. Accordingly, this Agreement shall not become effective or enforceable, nor shall any consideration be paid, until after the revocation period has expired. Employee has been advised to consult Legal Counsel and other advisors of his own choosing, prior to signing and entering into this Agreement.

18. **Informed Consent.** Employee hereby acknowledges that he has reviewed and considered this Agreement, and has been informed of the right to review the terms of this Agreement with Legal Counsel and other advisors. Employee further states that he has carefully read the terms hereof, knows and understands its contents, knowingly, freely and voluntarily enters into this Agreement, and has signed this Agreement with the intention that he will be

INITIAL: 

legally bound thereby.

19. Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications and to this end, the provisions of this Agreement are declared to be severable.

20. Governing Law. This Agreement shall be governed by, and shall be construed and interpreted in accordance with the laws of the State of New Jersey.

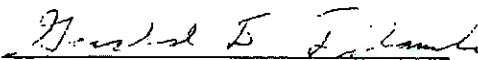
21. Effective Date. It is understood and agreed that this Agreement shall not be effective or enforceable for a period of seven (7) days following the signing of the Agreement (the "Effective Date") and that Employee may revoke the Agreement for any reason during that period by written notice actually received during that time by Mr. Stephen Dormer, Chief Executive Officer, Lincoln 1st Bank, 31 Boonton Turnpike, Lincoln Park, New Jersey 07035. It is further understood that no payment shall be made in accordance with this Agreement until after the Effective Date.

IN WITNESS WHEREOF, the undersigned have executed this SEPARATION AGREEMENT, WAIVER AND GENERAL RELEASE, this 13th Day of MARCH, 2019.

Agreed and Accepted:


WITNESS/ATTEST

Lincoln1st

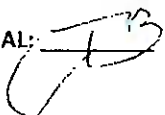


[print name below signature]

Gerald D. Filandis


Stephen Dormer, Chief Executive Officer

INITIAL:



BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT, INCLUDING ANY ATTACHMENTS, AND UNDERSTAND ALL OF ITS TERMS, INCLUDING THE FULL AND FINAL RELEASE OF CLAIMS SET FORTH ABOVE. I FURTHER ACKNOWLEDGE, THAT I HAVE NOT RELIED UPON ANY REPRESENTATION OR STATEMENT, WRITTEN OR ORAL, NOT SET FORTH IN THIS SEPARATION AGREEMENT, WAIVER AND GENERAL RELEASE BETWEEN LINCOLN 1st BANK AND DAVID VAN STEYN, AND THAT I HAVE HAD THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY MY ATTORNEY AND FINANCIAL ADVISORS. I ACKNOWLEDGE THAT I HAVE BEEN GIVEN TWENTY-ONE (21) DAYS TO REVIEW THIS AGREEMENT AND HAVE BEEN GIVEN SEVEN (7) DAYS TO REVOKE AFTER SIGNING.

Agreed and Accepted:

WITNESS/ATTEST



[print name below signature]

Gerald D. Filonidis

EMPLOYEE


David Baker

3/12/2019
(date)

INITIAL: _____

Civil Case Information Statement

Case Details: MORRIS | Civil Part Docket# L-000925-20

Case Caption: BAKER DAVID VS LINCOLN PARK

BANCORP , MHC

Case Initiation Date: 04/22/2020

Attorney Name: CRAIG KOZAN

Firm Name: WITHAM & KOZAN, PA

Address: 2 STATION ROAD SUITE 2B

LINCOLN PARK NJ 070350000

Phone: 9733054800

Name of Party: PLAINTIFF : Baker, David

Name of Defendant's Primary Insurance Company

(if known): Unknown

Case Type: CONTRACT/COMMERCIAL TRANSACTION

Document Type: Complaint

Jury Demand: NONE

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Are sexual abuse claims alleged? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Employer/Employee

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO Title 59? NO Consumer Fraud? NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

04/22/2020

Dated

/s/ CRAIG KOZAN

Signed

WITHAM & KOZAN, P.A.

2 Station Road

Lincoln Park, New Jersey 07035

(973) 305-4800

email@withamandkozan.com

By: Craig Kozan, Esq. (#035091988)

Attorneys for Plaintiff David Baker

DAVID BAKER,

Plaintiff,

vs.

**LINCOLN PARK BANCORP,
LP INVESTMENT COMPANY,
LINCOLN PARK BANCORP MHC,
LINCOLN 1ST BANK, the BOARD
OF DIRECTORS OF LINCOLN 1ST
BANK and STEPHEN DORMER, in his
capacity as CHIEF EXECUTIVE
OFFICER, jointly, severally, and in the
alternative,**

Defendants.

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MORRIS COUNTY
DOCKET NO.: MRS-L-000925-20**

Civil Action

SUMMONS

FROM THE STATE OF NEW JERSEY TO THE DEFENDANTS NAMED ABOVE:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this Summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within thirty-five (35) days from the date you received this summons, not counting the day you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.) A filing fee payable to the Clerk of the Superior Court and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the County where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an

attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf

Michelle M. Smith /s/

Clerk of the Superior Court

Dated: June 23, 2020

Name of Defendant to be served: Stephen Dormer

Address for service: 193 Chapin Road, Bldg D, Suite 1, Pine Brook, NJ 07058

**2 Station Road
Lincoln Park, New Jersey 07035
(973) 305-4800**

By: Craig Kozan, Esq. (#035091988)
Attorneys for Plaintiff David Baker

Defendants.

COMPLAINT

Plaintiff, David Baker, residing at 55 Chapel Hill Road,
Borough of Lincoln Park, County of Morris, State of New Jersey
(hereinafter "Plaintiff"), by way of Complaint against the
Defendants, Lincoln Park Bancorp, LP Investment Company, Lincoln

Park Bancorp MHC, Lincoln 1st Bank, its Board of Directors and Stephen Dormer in his capacity as Chief Executive Officer (hereinafter collectively "Defendants"), says:

FIRST COUNT

**(Defendants Lincoln Park Bancorp and
LP Investment Company - Breach of Contract)**

1. The Plaintiff was an employee of the Defendants Lincoln Park Bancorp, LP Investment Company, Lincoln Park Bancorp MHC, and Lincoln 1st Bank from October 1, 2006 and continuing up until the Plaintiff and the Defendants entered into a "Separation Agreement, Waiver and General Release" (hereinafter "Separation Agreement"), executed on March 12, 2019 and effective April 1, 2019. A copy of that Separation Agreement is annexed to this Complaint as Schedule "A".

2. As stated in the Separation Agreement (Schedule "A," Page 1 of 8), the Plaintiff was an employee of the Defendants Lincoln Park Bancorp, LP Investment Company, Lincoln Park Bancorp MHC ("Mutual Holding Company") and Lincoln 1st Bank, who are "collectively referred to as 'Employer' or Lincoln1st" in the parties' Separation Agreement.

3. At the time the parties entered into the Separation Agreement, the Defendants, collectively "Lincoln1st," listed their address as 31 Boonton Turnpike, Lincoln Park, New Jersey. The current address for the Defendants is listed as 193 Chapin Road, Building D, Suite 1, Pine Brook, New Jersey.

4. Defendant Stephen Dormer is and was at all times pertinent hereto the Chief Executive Officer of Defendant Lincoln 1st Bank.

5. As the Separation Agreement states, Plaintiff remained an employee of Defendants Lincoln Park Bancorp, LP Investment Company, Lincoln Park Bancorp MHC and Lincoln 1st Bank, at all times up until the effective date of the Plaintiff's separation from employment, April 1, 2019.

6. Under the terms of the parties' Separation Agreement, the Plaintiff agreed to resign from his positions with Defendants Lincoln Park Bancorp, LP Investment Company, Lincoln Park Bancorp MHC and Lincoln 1st Bank, effective as of the separation date of April 1, 2019. (Schedule "A," Page 1 of 8, last two lines).

7. In exchange for the Plaintiff's agreement to resign from his positions with Defendants Lincoln Park Bancorp, LP Investment Company, Lincoln Park Bancorp MHC and Lincoln 1st Bank, under the terms of the parties' Separation Agreement, all the Defendants, collectively Lincoln1st, agreed to pay the Plaintiff "his regular salary, minus applicable deductions, for the period from the Separation Date to April 1, 2020. . .". (Schedule "A," Page 2 of 8).

8. In addition, the Defendants all collectively agreed to pay the Plaintiff for accrued vacation and personal days, and to

provide for certain health & dental benefits. (Schedule "A," Page 2 of 8).

9. The Plaintiff has performed his obligations pursuant to the parties' Separation Agreement, having accepted a separation from his positions with Defendant Lincoln Park Bancorp, Defendant LP Investment Company, Defendant Lincoln Park Bancorp MHC and Defendant Lincoln 1st Bank, effective as of the separation date of April 1, 2019.

10. To date, the Defendants have failed to make the agreed-upon payments to the Plaintiff for his "regular salary, minus applicable deductions," for the period from the Separation Date of April 1, 2019 through the agreed-upon date of April 1, 2020, and have failed to make the agreed-upon payments to the Plaintiff for accrued vacation and personal days.

11. The Defendants Lincoln Park Bancorp and LP Investment Company, having failed to make the agreed-upon payments to the Plaintiff as set forth in Paragraph 10 above, are in breach of the parties' Separation Agreement.

12. Neither the Defendant Lincoln Park Bancorp nor the Defendant LP Investment Company is or was, at any time pertinent hereto, a "bank" as defined by N.J.S.A. 17:9A-1(1) or an "insured depository institution or depository institution holding company" as defined by 12 USC §§1813, 1841.

13. As such, the parties' Separation Agreement is fully enforceable, and the Defendants Lincoln Park Bancorp and LP Investment Company have no good faith defense in fact or in law to the Plaintiff's claim for breach of their contractual agreement to pay the Plaintiff his regular salary, minus applicable deductions for the agreed-upon period from the Separation Date of April 1, 2019 through April 1, 2020, as well as accrued vacation and personal days.

WHEREFORE, Plaintiff demands judgment against Defendants Lincoln Park Bancorp and LP Investment Company for damages, together with attorney's fees, costs of suit, pre-judgment and post-judgment interest, and any other relief such as the Court may deem equitable, just and proper under the circumstances.

SECOND COUNT

(Defendants LP Investment Company, Lincoln Park Bancorp MHC, Lincoln 1st Bank, its Board of Directors and Stephen Dormer, in his capacity as Chief Executive Officer - Breach of Contract)

1. The Plaintiff repeats and re-alleges the allegations of the First Count of this Complaint, Paragraphs 1 through 13 above, as if set forth more fully and at length herein.

2. Defendants LP Investment Company, Lincoln Park Bancorp MHC, Lincoln 1st Bank, its Board of Directors and Stephen Dormer, in his capacity as Chief Executive Officer of Lincoln 1st Bank, have failed to make payment to the Plaintiff, as set forth in Paragraph 10 of the First Count, above, and are in breach of

their contractual agreement to pay the Plaintiff "his regular salary, minus applicable deductions, for the period from the April 1, 2019 Separation Date to April 1, 2020. . ." (Schedule "A," Page 2 of 8) as well as accrued vacation and personal days, based upon the factual allegations set forth in the First Count, above.

3. The Defendant Lincoln 1st Bank is a "bank" as defined by N.J.S.A. 17:9A-1(1) and an "insured depository institution" as defined by 12 USC §1813; the Defendant Lincoln Park Bancorp MHC is a "depository institution holding company" as defined by 12 USC §1841.

4. Notwithstanding these Defendants' status as described in Paragraph 2, above, the parties' agreement to pay the Plaintiff "his regular salary, minus applicable deductions, for the period from the April 1, 2019 Separation Date to April 1, 2020. . ." is permissible under governing federal regulations.

WHEREFORE, Plaintiff demands judgment against Defendants LP Investment Company, Lincoln Park Bancorp MHC, Lincoln 1st Bank, its Board of Directors and Stephen Dormer in his capacity as Chief Executive Officer, for damages, together with attorney's fees, costs of suit, pre-judgment and post-judgment interest, and any other relief such as the Court may deem equitable, just and proper under the circumstances.

THIRD COUNT

(Defendants LP Investment Company, Lincoln Park Bancorp

**MHC, Lincoln 1st Bank, its Board of Directors and
Stephen Dormer, in his capacity as Chief Executive
Officer - Breach of Duty Imposed by 12 CFR §359.4[a][4])**

1. The Plaintiff repeats and re-alleges the allegations of the First Count of this Complaint, Paragraphs 1 through 13 above, and the allegations of the Second Count of this Complaint, Paragraphs 1 through 4 above, as if set forth more fully and at length herein.

2. On January 3, 2020, counsel for the Defendant Lincoln 1st Bank wrote to counsel for the Plaintiff herein (Schedule "B," attached), advising that the FDIC had informed "the Bank," via an "FDIC Determination Letter," that the only "permissible" payments which may be made to the Plaintiff by Defendant Lincoln 1st Bank under the parties' Separation Agreement, were payments involving medical and dental insurance premiums, and \$5,884.61 of post-termination salary paid by the Bank to Baker in April 2019".

3. In that letter, counsel for the Defendant Lincoln 1st Bank advised that the FDIC's "Determination Letter" was issued "in response to the Bank's application for permission to make Separation Payments, pursuant to section 1828(k) of the Federal Deposit Insurance Act [12 USC §1828(k)] and Part 359 of the FDIC's Rules and Regulations". (Schedule "B," page 1).

4. Pursuant to Part 359 of the FDIC's Rules and Regulations, "[a]n insured depository institution or depository institution holding company may agree to make or may make a

golden parachute payment if and to the extent that: (1) The appropriate federal banking agency, with the written concurrence of the Corporation, determines that such a payment or agreement is permissible. . .". 12 CFR §359.4(a).

5. Assuming *arguendo*: (a) that the agreed-upon payments to Plaintiff at issue herein constitute a "golden parachute payment" as defined by 12 CFR §359.0(b); and (b) that the provisions of 12 CFR §359.0 *et seq.* apply to the parties' Separation Agreement herein, then 12 CFR §359.4(a)(4) imposes a duty on the Defendants Lincoln Park Bancorp MHC, Lincoln 1st Bank, its Board of Directors, and Stephen Dormer, in his capacity as Chief Executive Officer, as the insured depository institution or depository institution making a request for the concurrence of the FDIC that the "payment or agreement is permissible". 12 CFR §359.4(a)(1), (4).

6. Assuming the applicability of the provisions of 12 CFR 359.0 *et seq.* to the Defendants LP Investment Company, Lincoln Park Bancorp MHC, Lincoln 1st Bank, its Board of Directors, and Stephen Dormer, in his capacity as Chief Executive Officer, then the nature of the duty imposed on these Defendants, pursuant to 12 CFR §359.4(a)(4), is that they "shall demonstrate that [they do] not possess and [are] not aware of any information, evidence, documents or other materials which would indicate that there is a reasonable basis to believe, at the time such payment is proposed to be made, that" the Plaintiff, as an "institution-affiliated

party" or "IAP," committed any one or more acts, as set forth in 12 CFR §359.4(a)(4)(i)-(iv).

7. The Plaintiff alleges that the Defendants LP Investment Company, Lincoln Park Bancorp MHC, Lincoln 1st Bank, its Board of Directors, and Stephen Dormer, in his capacity as Chief Executive Officer failed to discharge their duty, pursuant to 12 CFR §359.4(a)(4), in making a request pursuant to 12 CFR §359.4(a)(1), to demonstrate that they did not possess and were not aware of any information, evidence, documents or other materials which would indicate that there was a reasonable basis to believe, at the time that contractual payments were proposed to be made, pursuant to the parties' Separation Agreement, that the Plaintiff committed any one or more of the acts set forth in 12 CFR §359.4(a)(4)(i)-(iv).

8. The failure of the Defendants LP Investment Company, Lincoln Park Bancorp MHC, Lincoln 1st Bank, its Board of Directors and Stephen Dormer, in his capacity as Chief Executive Officer, to discharge their duty pursuant to 12 CFR §359.4(a)(4), resulted in the FDIC's determination as set forth in counsel's January 3, 2020 letter (Schedule "B"), and proximately caused the Plaintiff's damages herein.

WHEREFORE, Plaintiff demands judgment against Defendants LP Investment Company, Lincoln Park Bancorp MHC, Lincoln 1st Bank, its Board of Directors and Stephen Dormer in his capacity as

Chief Executive Officer, for damages, together with attorney's fees, costs of suit, pre-judgment and post-judgment interest, and any other relief such as the Court may deem equitable, just and proper under the circumstances.

FOURTH COUNT

(Defendants LP Investment Company, Lincoln Park Bancorp MHC, Lincoln 1st Bank, its Board of Directors and Stephen Dormer, in his capacity as Chief Executive Officer - Breach of Implied Covenant of Good Faith & Fair Dealing)

1. The Plaintiff repeats and re-alleges the allegations of the First Count of this Complaint, Paragraphs 1 through 13 above; the allegations of the Second Count of this Complaint, Paragraphs 1 through 4 above; and the allegations of the Third Count, Paragraphs 1 through 8, above, as if set forth more fully and at length herein.

2. By failing to discharge the duty imposed upon these Defendants by 12 CFR §359.4(a)(4), as set forth in the Third Count, above, and otherwise by their actions and/or failure to act, the Defendants LP Investment Company, Lincoln Park Bancorp MHC, Lincoln 1st Bank, its Board of Directors and Stephen Dormer, in his capacity as Chief Executive Officer, destroyed the right of the Plaintiff to receive the full benefits of the parties' Separation Agreement, and thereby breached the implied covenant of good faith and fair dealing which exists in every contract entered into in the State of New Jersey.

WHEREFORE, Plaintiff demands judgment against Defendants LP Investment Company, Lincoln Park Bancorp MHC, Lincoln 1st Bank,

its Board of Directors and Stephen Dormer in his capacity as Chief Executive Officer, for damages, together with attorney's fees, costs of suit, pre-judgment and post-judgment interest, and any other relief such as the Court may deem equitable, just and proper under the circumstances.

WITHAM & KOZAN, P.A.
2 Station Road
Lincoln Park, New Jersey 07035
Tel. No. (973) 305-4800
Fax No. (973) 305-9004
email@withamandkozan.com
Attorneys for Plaintiff David Baker


By: Craig Kozan, Esq. (#035091988)

Dated: April 22, 2020

CERTIFICATION PURSUANT TO R. 4:5-1

I certify that the matter in controversy is not the subject of any other action or arbitration proceeding, now or contemplated.

WITHAM & KOZAN, P.A.
2 Station Road
Lincoln Park, New Jersey 07035
Tel. No. (973) 305-4800
Fax No. (973) 305-9004
email@withamandkozan.com
Attorneys for Plaintiff David Baker


By: Craig Kozan, Esq. (#035091988)

Dated: April 22, 2020

DESIGNATION OF TRIAL COUNSEL

Craig Kozan, Esq., of the law firm of WITHAM & KOZAN, P.A.,
is designated as trial counsel in this matter.

WITHAM & KOZAN, P.A.
2 Station Road
Lincoln Park, New Jersey 07035
Tel. No. (973) 305-4800
Fax No. (973) 305-9004
email@withamandkozan.com
Attorneys for Plaintiff David Baker

Dated: April 22, 2020

By: 
Craig Kozan, Esq. (#035091988)

DAVID BAKER

Plaintiff

vs

LINCOLN PARK BANCORP, ET AL

Defendant

20200623153631

Superior Court Of New Jersey

MORRIS Venue

Docket Number: MRS L 925 20

Person to be served (Name and Address):

LINCOLN PARK BANCORP
233 CHANGEBRIDGE ROAD
MONTVILLE NJ

By serving: LINCOLN PARK BANCORP

Attorney: CRAIG KOZAN, ESQ.

Papers Served: SUMMONS AND COMPLAINT, CERTIFICATION

Service Data: ☒ Served Successfully ☐ Not Served

Date/Time: 6/24/2020 9:29 AM

☐ Delivered a copy to him/her personally

☐ Left a copy with a competent household member over 14 years of age
residing therein (indicate name & relationship at right)

☒ Left a copy with a person authorized to accept service, e.g. managing agent,
registered agent, etc. (indicate name & official title at right)

AFFIDAVIT OF SERVICE

(For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Name of Person Served and relationship/title:

SOPHIA AHMA

MANAGING AGENT

Description of Person Accepting Service:

SEX: F AGE: 36-50 HEIGHT: 5'0"-5'3" WEIGHT: 100-130 LBS. SKIN: BROWN HAIR: BLACK OTHER: _____

Unserved:

- ☐ Defendant is unknown at the address furnished by the attorney
☐ All reasonable inquiries suggest defendant moved to an undetermined address
☐ No such street in municipality
☐ Defendant is evading service
☐ Appears vacant
☐ No response on:

Date/Time: _____
Date/Time: _____
Date/Time: _____

Other:

COPORATE CLOSED DUE TO COVID

Served Data:

Subscribed and Sworn to me this

24 day of June, 2020

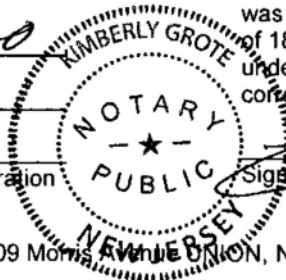
Notary Signature: KIMBERLY GROTE

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires Dec. 18, 2023

Name of Notary

Commission Expiration



I, NICHOLAS CIULLO,

was at the time of service a competent adult, over the age
of 18 and not having direct interest in the litigation. I declare
under penalty of perjury that the foregoing is true and
correct.

Signature of Process Server

Date

Name of Private Server: NICHOLAS CIULLO Address: 2009 Morris Avenue Union, NJ 07083 Phone: (800) 672-1952

DAVID BAKER

Plaintiff

20200623153203

Superior Court Of New Jersey

vs

MORRIS Venue

LINCOLN PARK BANCORP, ET AL

Defendant

Docket Number: MRS L 925 20

Person to be served (Name and Address):

LP INVESTMENT COMPANY
233 CHANGEBRIDGE ROAD
MONTVILLE NJ

By serving: LP INVESTMENT COMPANY

Attorney: CRAIG KOZAN, ESQ.

Papers Served: SUMMONS AND COMPLAINT, CERTIFICATION

Service Data: ☒ Served Successfully ☐ Not Served

Date/Time: 6/24/2020 9:29 AM

☐ Delivered a copy to him/her personally

☐ Left a copy with a competent household member over 14 years of age
residing therein (indicate name & relationship at right)

☒ Left a copy with a person authorized to accept service, e.g. managing agent,
registered agent, etc. (indicate name & official title at right)

AFFIDAVIT OF SERVICE

(For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Name of Person Served and relationship/title:

SOPHIA AHMA

MANAGING AGENT

Description of Person Accepting Service:

SEX: F AGE: 36-50 HEIGHT: 5'0"-5'3" WEIGHT: 100-130 LBS. SKIN: BROWN HAIR: BLACK OTHER: _____

Unserved:

- ☐ Defendant is unknown at the address furnished by the attorney
☐ All reasonable inquiries suggest defendant moved to an undetermined address
☐ No such street in municipality
☐ Defendant is evading service
☐ Appears vacant
☐ No response on:

Date/Time: _____
Date/Time: _____
Date/Time: _____

Other:
COPORATE CLOSED DUE TO COVID

Served Data:

Subscribed and Sworn to me this

24 day of June, 2020

Notary Signature: _____

KIMBERLY GROTE

Name of Notary: KIMBERLY GROTE
My Commission Expires Dec. 18, 2023

I, NICHOLAS CIULLO,

was at the time of service a competent adult, over the age
of 18 and not having direct interest in the litigation. I declare
under penalty of perjury that the foregoing is true and
correct.

Signature of Process Server

Date

Name of Private Server: NICHOLAS CIULLO Address: 2009 Morris Avenue UNION, NJ 07083 Phone: (800) 672-1952

DAVID BAKER

Plaintiff

20200623153710

Superior Court Of New Jersey

vs

MORRIS Venue

LINCOLN PARK BANCORP, ET AL

Defendant

Docket Number: MRS L 925 20

Person to be served (Name and Address):

LINCOLN 1ST BANK
233 CHANGEBRIDGE ROAD
MONTVILLE NJ

By serving: LINCOLN 1ST BANK

Attorney: CRAIG KOZAN, ESQ.

Papers Served: SUMMONS AND COMPLAINT, CERTIFICATION

Service Data: ☒ Served Successfully ☐ Not Served

Date/Time: 6/24/2020 9:30 AM

☐ Delivered a copy to him/her personally

☐ Left a copy with a competent household member over 14 years of age residing therein (indicate name & relationship at right)

☒ Left a copy with a person authorized to accept service, e.g. managing agent, registered agent, etc. (indicate name & official title at right)

AFFIDAVIT OF SERVICE

(For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Name of Person Served and relationship/title:

SOPHIA AHMA

MANAGING AGENT

Description of Person Accepting Service:

SEX: F AGE: 36-50 HEIGHT: 5'0"-5'3" WEIGHT: 100-130 LBS. SKIN: BROWN HAIR: BLACK OTHER: _____

Unserved:

- ☐ Defendant is unknown at the address furnished by the attorney
☐ All reasonable inquiries suggest defendant moved to an undetermined address
☐ No such street in municipality
☐ Defendant is evading service
☐ Appears vacant
☐ No response on:

Date/Time: _____
Date/Time: _____
Date/Time: _____

Other:
COPORATE CLOSED DUE TO COVID

Served Data:

Subscribed and Sworn to me this

24 day of June, 2020

Notary Signature: KIMBERLY GROTE

NOTARY PUBLIC OF NEW JERSEY

Name of Notary Kimberly Grote Commission Expires December 2020 Commission Expiration

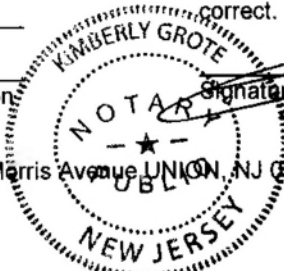
I, NICHOLAS CIULLO,

was at the time of service a competent adult, over the age of 18 and not having direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

Signature of Process Server

Date

Name of Private Server: NICHOLAS CIULLO Address: 2009 Morris Avenue UNION, NJ 07083 Phone: (800) 672-1952



DAVID BAKER

Plaintiff

vs

LINCOLN PARK BANCORP, ET AL

Defendant

20200623153743

Superior Court Of New Jersey

MORRIS Venue

Docket Number: MRS L 925 20

Person to be served (Name and Address):

LINCOLN PARK BANCORP MHC
233 CHANGEBRIDGE ROAD
MONTVILLE NJ

By serving: LINCOLN PARK BANCORP MHC

Attorney: CRAIG KOZAN, ESQ.

Papers Served: SUMMONS AND COMPLAINT, CERTIFICATION

Service Data: ☒ Served Successfully ☐ Not Served

Date/Time: 6/24/2020 9:30 AM

☐ Delivered a copy to him/her personally

☐ Left a copy with a competent household member over 14 years of age residing therein (indicate name & relationship at right)

☒ Left a copy with a person authorized to accept service, e.g. managing agent, registered agent, etc. (indicate name & official title at right)

AFFIDAVIT OF SERVICE

(For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Name of Person Served and relationship/title:

SOPHIA AHMA

MANAGING AGENT

Description of Person Accepting Service:

SEX: F AGE: 36-50 HEIGHT: 5'0"-5'3" WEIGHT: 100-130 LBS. SKIN: BROWN HAIR: BLACK OTHER: _____

Unserved:

- ☐ Defendant is unknown at the address furnished by the attorney
☐ All reasonable inquiries suggest defendant moved to an undetermined address
☐ No such street in municipality
☐ Defendant is evading service
☐ Appears vacant
☐ No response on:

Date/Time: _____
Date/Time: _____
Date/Time: _____

Other:
COPORATE CLOSED DUE TO COVID

Served Data:

Subscribed and Sworn to me this

24 day of June, 20 20

Notary Signature: _____

KIMBERLY GROTE

NOTARY PUBLIC OF NEW JERSEY

Name of Notary: _____ Commission Expires Dec: 18, 2023

I, NICHOLAS CIULLO,

was at the time of service a competent adult, over the age of 18 and not having direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

Signature of Process Server

Date

Name of Private Server: NICHOLAS CIULLO Address: 2009 Morris Avenue UNION, NJ 07083 Phone: (800) 672-1952



DAVID BAKER

Plaintiff

20200623153834

vs

Superior Court Of New Jersey

LINCOLN PARK BANCORP, ET AL

Defendant

MORRIS Venue

Docket Number: MRS L 925 20

Person to be served (Name and Address):BOARD OF DIRECTORS LINCOLN 1ST BANK
233 CHANGEBRIDGE ROAD
MONTVILLE NJ**By serving:** BOARD OF DIRECTORS LINCOLN 1ST BANK**Attorney:** CRAIG KOZAN, ESQ.**Papers Served:** SUMMONS AND COMPLAINT, CERTIFICATION**Service Data:** ☒ Served Successfully ☐ Not Served**Date/Time:** 6/24/2020 9:31 AM☐ Delivered a copy to him/her personally☐ Left a copy with a competent household member over 14 years of age residing therein (indicate name & relationship at right)☒ Left a copy with a person authorized to accept service, e.g. managing agent, registered agent, etc. (indicate name & official title at right)**AFFIDAVIT OF SERVICE**

(For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Name of Person Served and relationship/title:

SOPHIA AHMA

MANAGING AGENT

Description of Person Accepting Service:

SEX: F AGE: 36-50 HEIGHT: 5'0"-5'3" WEIGHT: 100-130 LBS. SKIN: BROWN HAIR: BLACK OTHER: _____

Unserved:

- ☐ Defendant is unknown at the address furnished by the attorney
- ☐ All reasonable inquiries suggest defendant moved to an undetermined address
- ☐ No such street in municipality
- ☐ Defendant is evading service
- ☐ Appears vacant
- ☐ No response on:

Date/Time: _____

Date/Time: _____

Date/Time: _____

Other:

COPORATE CLOSED DUE TO COVID

Served Data:

Subscribed and Sworn to me this

24 day of June, 2020

Notary Signature: _____

KIMBERLY GROTE

NOTARY PUBLIC OF NEW JERSEY

Name of Notary

My Commission Expires Dec. 18, 2023

Commission Expiration

I, NICHOLAS CIULLO,

was at the time of service a competent adult, over the age of 18 and not having direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

Signature of Process Server

Date

Name of Private Server: NICHOLAS CIULLO Address: 2009 Morris Avenue, LEBRON, NJ 07083 Phone: (800) 672-1952

DAVID BAKER

Plaintiff

20200623153908

VS

Superior Court Of New Jersey

LINCOLN PARK BANCORP, ET AL

Defendant

MORRIS Venue

Docket Number: MRS L 925 20

Person to be served (Name and Address):STEPHEN DORMER
233 CHANGEBRIDGE ROAD
MONTVILLE NJ**By serving:** STEPHEN DORMER**Attorney:** CRAIG KOZAN, ESQ.**Papers Served:** SUMMONS AND COMPLAINT, CERTIFICATION**Service Data:** ☒ Served Successfully ☐ Not ServedDate/Time: 6/24/2020 9:32 AM☐ Delivered a copy to him/her personally☐ Left a copy with a competent household member over 14 years of age residing therein (indicate name & relationship at right)☒ Left a copy with a person authorized to accept service, e.g. managing agent, registered agent, etc. (indicate name & official title at right)**AFFIDAVIT OF SERVICE**

(For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Name of Person Served and relationship/title:

SOPHIA AHMAMANAGING AGENT**Description of Person Accepting Service:**SEX: F AGE: 36-50 HEIGHT: 5'0"-5'3" WEIGHT: 100-130 LBS. SKIN: BROWN HAIR: BLACK OTHER: _____**Unserved:**

- ☐ Defendant is unknown at the address furnished by the attorney
☐ All reasonable inquiries suggest defendant moved to an undetermined address
☐ No such street in municipality
☐ Defendant is evading service
☐ Appears vacant
☐ No response on:

Date/Time: _____
 Date/Time: _____
 Date/Time: _____

Other:
 COPORATE CLOSED DUE TO COVID

Served Data:

Subscribed and Sworn to me this

24 day of June, 2020Notary Signature: KIMBERLY GROTE

NOTARY PUBLIC OF NEW JERSEY

Name of Notary Commission Expires June 18, 2023 ExpirationI, NICHOLAS CIULLO,

was at the time of service a competent adult, over the age of 18 and not having direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

Signature of Process Server

6/24/20
DateName of Private Server: NICHOLAS CIULLO Address: 2009 Morris Avenue, Union, NJ 07083 Phone: (800) 672-1952